
**CITY OF SAN ANTONIO
PURCHASING DEPARTMENT**

Issued By: DR
BID NO.: 05-120-DR

Date Issued: August 16, 2005
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**FORMAL INVITATION FOR BIDS
SEMI-AUTOMATIC PISTOLS**

Sealed bids in triplicate, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, will be received at the office of the City Clerk, City Hall until 2:00 p.m. Central Time **SEPTEMBER 2, 2005**.

The City of San Antonio Purchasing Department is willing to assist any bidder(s) in the interpretation of bid provisions or explanation of how bid forms are to be completed. Assistance can be received by visiting the Purchasing Office in the City Hall Annex, 131 W. Nueva, or by calling (210) 207-7260.

It is the policy of the City of San Antonio to involve qualified Small, Minority, Woman-owned, and local business in construction, procurement, professional services, and leases and concessions contracting. The City of San Antonio has established the following minority business enterprise (MBE), and woman business enterprise (WBE), African-American business enterprise (SBE) utilization goals:

MBE Goal: 15% WBE Goal: 10%

AABE Goal: 3% SBE Goal: 50%

This invitation includes these forms:

Bid Invitation
Terms and Conditions of Invitations for Bids

Specifications and General Requirements
Price Schedule

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Bid Invitation, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

Firm Name: _____

Telephone Number: _____

Address: _____

City, State, Zip Code: _____

Signature of Person Authorized to Sign Bid

Signer's Name:

(Please Print or Type)

Please complete the following:

Email Address: _____

Prompt Payment Discount: _____% _____ days. (If no discount is offered, Net 30 will apply.)

Please check the following blanks which apply to your company:

Ownership of firm (51% or more):

Non-minority Hispanic African-American Other Minority (specify) _____

Female Owned Handicapped Owned Small Business (less than \$1 million annual receipts or 100 employees)

Indicate Status: Partnership Corporation Sole Proprietorship Other (specify) _____

Tax Identification Number: _____ Social Security Number: _____ - _____ - _____

TERMS AND CONDITIONS OF INVITATIONS FOR BIDS

FOR CITY USE ONLY

AWARD

Items Accepted:

Ordinance No:

Date:

Amount:

Approved: _____

CITY OF SAN ANTONIO

Read Carefully**1. GENERAL CONDITIONS**

Bidders are required to submit their bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, state and federal statutes. Any bid, after being opened, becomes subject to the Open Information Act, V.T.C.A. Government Code Chapter 552, therefore vendors must clearly indicate any portion of the submitted bid that the vendor claims is not subject to public inspection under the Open Information Act.
- (d) No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall benefit financially, directly or indirectly, in the sale to the City of any materials, supplies or services, except on behalf of the City as an officer or employee. This prohibition extends to the City Public Service Board, San Antonio Water System, and all City boards and commissions other than those which are purely advisory. In this instance a City employee is defined as any employee of the City who is required to file a financial involvement report pursuant to the City's ethics ordinance.

2. PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished or the bid may be deemed non responsive. The bidder shall print or type name and manually sign the schedule.
- (b) Where there is an error in extension of price, the unit price shall govern.
- (c) Alternate bids may be allowed at the sole discretion of the City.
- (d) Proposed delivery time must be shown and shall include weekends and holidays, unless specified otherwise in Invitation for Bids.
- (e) Bidders will neither include federal taxes nor State of Texas limited sales excise and use taxes in bid prices since the City of San Antonio is exempt from payment of such taxes. An exemption certificate will be signed by City where applicable upon request by bidder.

3. DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Each bid must clearly identify the proposed product, the quantity of the product, model, and type, as applicable. Prorata adjustments to packaging and pricing may be allowed at the sole discretion of the City.

4. SUBMISSION OF BIDS

- (a) Bids shall be enclosed in sealed envelopes addressed to the City Clerk, City of San Antonio. The name and address of bidder, the date and hour of the bid opening and the title of the bid solicitation shall be placed on the outside of the envelope.
- (b) Bids must be submitted on the forms furnished. Facsimile bids must be submitted in accordance with Par. 4 (a) above. Bids, however, may be modified provided such modifications are sealed and received by the City Clerk prior to the time and date set for the bid opening. However, the City of San Antonio shall not be responsible for lost or misdirected bids or modifications.
- (c) **SAMPLES:** Samples may be requested for evaluation and must be provided within ten calendar days at no expense to the City of San Antonio. Failure to provide samples will eliminate vendors from bid consideration. Samples will be returned upon request, otherwise samples will become property of the City of San Antonio, ten days after award of the contract.

- (d) By submittal of this bid, bidder certifies to the best of his/her knowledge that all information is true and correct.

5. REJECTION OF BIDS

- (a) The City may reject a bid if:
1. The bidder misstates or conceals any material fact in the bid; or
 2. The bid does not strictly conform to law or the requirements of the bid;
 3. The bid is conditional, except that the bidder may qualify the bid for acceptance by the City on an "All or None" basis or a "Low Item" basis. An "All or None" basis bid must include all items upon which bids are invited.
- (b) In the event that a bidder is or subsequently becomes delinquent in the payment of his, her or its City taxes, including state and local sales taxes, such fact shall constitute grounds for rejection of the bid, or if awarded the bid, for cancellation of the contract. However, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent bidder as a result of such contract.
- (c) The City may, however, reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as provided in 5 (a) 3 above. The City at its sole discretion may also waive any minor informalities or irregularities in any bid, to include failure to submit sufficient bid copies, failure to submit literature or similar attachments, or business affiliation information.

6. WITHDRAWAL OF BIDS

Bids may not be withdrawn after the time set for the bid opening, unless approved by the City Council.

7. LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered.

8. CLARIFICATION TO BID SPECIFICATIONS

- (a) If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, other bid documents, or any part thereof, he/she may submit to the City Director of Purchasing on or before seven calendar days prior to scheduled opening, a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving bids. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this bid must be filed in writing with the Director of Purchasing on or before seven calendar days prior to the scheduled opening.
- (b) The City reserves the right to request clarification to assist in evaluating the vendor's response when the bid response is unclear with respect to product pricing, packaging or other factors. The information provided is not intended to change the bid response in any fashion and such information must be provided within two days from request.

9. DISCOUNTS

- (a) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business (minimum ten days).
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services, or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

10. AWARD OF CONTRACT

- (a) The contract will be awarded to the lowest responsible bidder whose bid, conforming to the Invitation For Bids, is most advantageous to the City, price and other factors considered.

- (b) The City reserves the right to accept any item or group of items on this bid, unless the bidder qualifies his/her bid by specific limitations. Re Par.5 (a) (3) above.
- (c) A written award of acceptance (manifested by a City Ordinance) and appropriation mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party.
- (d) The City of San Antonio reserves the right to utilize previous purchases as a basis for evaluation of bids when future usages are unable to be determined.
- (e) Upon award of a contract, the vendor is obligated to deliver the goods to the destination specified in the Invitation for Bids or the Purchase Order and bears the risk of loss until delivery. If this Invitation for Bids or Purchase Order does not contain delivery instructions, bidders shall request instructions in writing from the Director of Purchasing. If the delivery instructions contained in the Invitation for Bids allocate delivery costs and risks in a manner contrary to this section, the provisions of this Invitation for Bids shall prevail.
- (f) Breaking of tie bids shall be in accordance with V.T.C.A. Local Government Code § 271.901.
- (g) Although the information furnished to bidders specified the approximate quantities needed, based on the best available information where a contract is let on a unit price basis, payment shall be based on the actual quantities supplied. The City reserves the right to delete items, prior to the awarding of the contract, and purchase said items by other means; or after the awarding of the contract, to increase or decrease the quantities bid in accordance with § 252.048 of the Texas Local Government Code. No changes shall be made without written notification of the City.
- (h) Either party may cancel the contract at any time after award. The City shall be required to give the vendor notice 30 days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice 60 days prior to the date of cancellation of the contract.
- (i) City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

11. PERFORMANCE DEPOSIT

- (a) The following provisions shall apply only when a performance deposit is specified as required in this Invitation for Bids.
- (b) The successful bidder(s) must furnish the City of San Antonio with a performance deposit in the amount set forth in the Invitation For Bids. This deposit is not to be submitted with the bid, but must be presented to the Purchasing Department within ten days from request.
- (c) The City of San Antonio will not enter into a contract or issue a purchase order until the successful bidder has complied with the performance deposit provisions.
- (d) The performance deposit shall be in the form of a performance bond (in a form acceptable to the City Attorney), cashier's check, certified check upon a state or national bank or trust company, or a check on such bank or trust company signed by a duly authorized officer thereof (checks to be drawn payable to the City of San Antonio), or a Certificate of Deposit from such bank or trust company assigned to the City of San Antonio, or an irrevocable letter of credit from a state or national bank or trust company.
- (e) The performance deposit of the successful bidder(s) shall be returned by the City upon completion of the contract and final acceptance of all items in accordance with condition thereof.
- (f) Failure of vendor to perform any of the services required by this contract within ten days of receipt of written demand for performance from City, or failure of vendor to correct or replace defective goods or products within ten days from receipt of written demand therefor, shall constitute a total breach of this contract and shall cause this contract to terminate immediately upon the expiration of the 10-day period. In the event of such termination, the performance deposit shall be retained by the City of San Antonio as liquidated damages, based upon mutual agreement and understanding between vendor and City at the time this bid is solicited, submitted and accepted, that the City of San Antonio is a governmental agency engaged in public projects, and that the measurement of damages, which might result from a breach of the terms and specifications herein is difficult or impossible to determine. However, the Director of Purchasing, with the concurrence of the City Manager, may return all or part of the performance deposit to the vendor if the Director determines, in the Director's sole discretion, that the failure to perform the conditions of this contract was the result of acts or events over which the vendor had no control. The determination shall then be final and binding on all parties.

12. **ASSURANCE OF COMPLIANCE - EQUAL EMPLOYMENT OPPORTUNITY AND SMALL AND/OR MINORITY BUSINESS ADVOCACY REQUIREMENTS**

It is the policy of the City of San Antonio that Small and/or Minority Business Enterprises shall have the maximum practicable opportunity to participate in the performance of public contracts. Bidder agrees that if this bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap or political belief or affiliation. In addition, bidder agrees, by submittal of this bid, that he/she will abide by all applicable terms and provisions of this Nondiscrimination Clause and the Small and/or Minority Business Advocacy Clause, these clauses available in the City's Department of Economic and Employment Development and the City Clerk's Office.

13. **INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful bidder as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful bidder under this contract and that the successful bidder has no authority to bind the City.

14. **BID RESULT REQUEST**

Any party who wishes to be provided documents relating to the bid results shall make a request in writing. Pursuant to state law, the City may assess a fee in order to recoup the cost related to providing the requested information.

15. **PATENTS/COPYRIGHTS**

The successful bidder agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

16. **INDEMNITY**

(a) **CONTRACTOR** covenants and agrees to **FULLY INDEMNIFY** and **HOLD HARMLESS**, the **CITY** and the elected officials, employees, officers, directors, and representatives of the **CITY**, individually or collectively, from and against any and all costs, claims, liens, damages losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon the **CITY**, directly or indirectly arising out of resulting from or related to **CONTRACTOR'S** activities under this **CONTRACT**, including any acts or omissions of **CONTRACTOR**, any agent, officer, director, representative, employee, consultant or subcontractor of **CONTRACTOR**, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this **CONTRACT**, all without, however, waiving any governmental immunity available to the **CITY** under Texas Law and without waiving any defenses of the parties under Texas Law. The provisions of this **INDEMNIFICATION** are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. **CONTRACTOR** shall promptly advise the **CITY** in writing of any claim or demand against the **CITY** or **CONTRACTOR** known to **CONTRACTOR** related to or arising out of **CONTRACTOR'S** activities under this **CONTRACT** and shall see to the investigation and defense of such claim or demand at **CONTRACTOR'S** cost. The **CITY** shall have the right, at its option and at its own expense, to participate in such defense without relieving **CONTRACTOR** of any of its obligations under this paragraph.

(b) It is the **EXPRESS INTENT** of the parties to this contract, that the **INDEMNITY** provided for in this section, is an **INDEMNITY** extended by **CONTRACTOR** to **INDEMNIFY**, **PROTECT** and **HOLD HARMLESS** the **CITY** from consequences of the **CITY'S OWN NEGLIGENCE**, provided however, that the **INDEMNITY** provided for in this section **SHALL APPLY** only when the **NEGLIGENT ACT** of the **CITY** is a **CONTRIBUTORY CAUSE** of the resultant injury, death, or damage, and shall have no application when the negligent act of the **CITY** is the sole cause of the resultant injury, death, or damage. **CONTRACTOR** further **AGREES TO DEFEND, AT ITS OWN EXPENSE** and **ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY**, any claim or litigation brought against the **CITY** and its elected officials, employees, officers, directors and representatives, in connection with any such injury, death, or damage for which this **INDEMNITY** shall apply, as set forth above.

17. **INSURANCE**

If required, specific insurance provisions will be included in bid specifications. An original , certified copy of an insurance certificate must be submitted within ten days from request. The successful bidder will be required to maintain at all times during performance of the contract the insurance detailed in bid specifications. Failure to provide this document may result in disqualification of bid.

18. **ACCEPTANCE BY CITY**

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by Seller. The City at its option may reject all or any portion of such goods or services which do not in City's sole discretion comply in every respect with each and every term and condition of the purchase contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if nonconditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

19. **WARRANTY**

The supplies or services furnished under this contract shall be covered by the most favorable commercial warranties given to any customer for same or similar supplies or services.

20. **CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders will be made in writing by the City of San Antonio Purchasing Department.

21. **ASSIGNMENT**

The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the Purchasing Department.

SPECIFICATIONS AND GENERAL REQUIREMENTS

SCOPE: The City of San Antonio is soliciting bids to purchase semi-automatic pistols in accordance with the specifications listed herein. These pistols are standard issue for the San Antonio Police Department and will be utilized for law enforcement personnel.

SPECIFICATIONS:**ITEM 1A:** Glock Model 22, 40 caliber, Semi-Automatic Pistol

1. **Sights:** Each weapon shall be provided with Glock night sights.
2. **Trigger:** Each weapon shall have an 8 lb. connector, new frame with finger grooved grip and light rail.
3. **Accessories:** Each weapon shall be provided with 3 each high capacity 15 round LE magazines, lockable storage box, cleaning rod, bore brush and user's manual, magazine loader, and a gun lock.
4. **Personalized Markings:** Each pistol will be engraved on the right hand side of the slide with "SAN ANTONIO POLICE DEPARTMENT". Serial numbers will be identified as "SATX 0000" (0000 = The individual badge number of each Officer and will be provided by the San Antonio Police Department to Glock at time of production.)
5. **Warranty:** Pistols must have a limited lifetime warranty. Price of warranty must be included in bid price.
6. **Armorer School:** Awarded vendor must provide 4 positions in a Glock Armorer school to be held at the San Antonio Police Academy during 2006. Price of school must be included in bid price.
7. No substitutes will be allowed.

ITEM 1B: Glock Model 22-Trade Ins

1. Trade ins are Glock 22 semi-automatic pistols with a 40 caliber, 3 LE magazines each, and night sights. These weapons are Second Generation weapons.
2. Quantity: 1,726 pistols.
3. San Antonio Police Officers will have the opportunity to purchase from the vendor the trade in weapon within 30 days at time of trade throughout the year. Approximately 300 weapons will be traded in during In-Service training weekly.

NOTES:

1. Pistols will be delivered to: San Antonio Police Department Training Academy Armory, 12200 S.E. Loop 410, San Antonio, Texas 78221.
2. Delivery will be coordinated with the San Antonio Police Department Armorer, Anthony Gonzales at (210) 207-6227.
3. Prices must be quoted F.O. B. destination.
4. Vendor must be located within Bexar County, and remain available for sales to Officers throughout the year.
5. Award will be made to one firm only.
6. Weapons must be delivered no later than December 15, 2005.
7. Contact Person(s): Captain Jeff Humphrey at (210) 207-6263 for any technical questions. For additional information, please contact Debra Reyes, Buyer in the Purchasing Department at (210) 207-7266.

PRICE SCHEDULE

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>
1A	1,726 Each	Glock Model 22 Semi-Automatic Pistols with Glock Night Sights

PRICE: \$ _____ EACH \$ _____ TOTAL

MFR & MODEL NO.: _____

DELIVERY WILL BE MADE WITHIN _____ CALENDAR DAYS.

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>
1B	1,726 Each	Glock Model 22 Semi-Automatic Pistols with Night Sights

LESS TRADE IN PRICE: \$ _____ EACH \$ _____ TRADE IN TOTAL

TOTAL LESS TRADE INS \$ _____ TOTAL

SOLICITATION QUESTIONNAIRE

The City of San Antonio Purchasing and General Services Department constantly strives to improve competitive bidding with historically underutilized enterprises. In order to facilitate these improvements, we would like to know how you were informed that this Invitation for Bid was active and how you may have received a copy of the document.

How did you learn of this bid opportunity?

- Direct Contact with Purchasing & General Services
- City of San Antonio Website (www.sanantonio.gov)
- Bid notification service (i.e. Demandstar)
- Newspaper or trade publication
- City Information Cable Channel 21
- Another Vendor or Supplier
- Other Means: Describe _____

How did you obtain your copy of the Bid Document?

Direct Contact with Purchasing & General Services

Via Email Via Fax In Person

City of San Antonio Website (www.sanantonio.com)

Bid notification service (i.e. Demandstar)

Via Email Via Fax In Person

Other Means: Describe _____

Note: Questionnaire to accompany bid submittal

IMPORTANT MAILING INSTRUCTIONS:

MAIL TO: CITY CLERK
P.O. BOX 839966
SAN ANTONIO, TX 78283-3966

PHYSICAL ADDRESS: CITY CLERK
CITY HALL (COMMERCE ST. & FLORES ST.)
100 MILITARY PLAZA, 2ND FLOOR
SAN ANTONIO, TEXAS 78205

MARK ENVELOPE: "BID TO FURNISH SEMI-AUTOMATIC PISTOLS"
BIDS TO BE OPENED: 2:00 P.M., SEPTEMBER 2, 2005
BID NO. 05-120-DR

REMARKS: